



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. / N° du contrat :  
2020000210

**Purchasing Office — Bureau des Achats :**

Canada Border Services Agency  
Agence des services frontaliers du Canada  
355 North River Road - 355 ch. North River  
17<sup>th</sup> Floor - 17<sup>ème</sup> étage  
Ottawa ON K1A 0L8

**Title — Sujet :**

Shuttle Services

**Contract No. — N° du contrat :**

2020000210

**Contract — Contrat**

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

**D.D.P. — D.D.P. :**

Destination of Goods, Services, And Construction —  
Destination des biens, services et construction  
See herein — voir aux présentes

**Invoices to be sent to — Factures envoyer à :**

Canada Border Service Agency  
Agence des services frontaliers du Canada  
[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

The Vendor/Firm hereby accepts/acknowledges this contract  
— Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :

Signature

*PRESIDENT, McCoy Bus Service*

*MAY 6, 2019*  
Date

Name, title of person authorized to sign (type or print) —  
Nom et titre du signataire autorisé (caractère d'impression)

**Contracting Authority — Autorité contractante :**

Anik Devlin

Telephone No. — No de  
téléphone:

343-291-6909

Fax No. — No de télécopieur :

E-Mail Address — Courriel:

[Anik.Devlin@cbsa-asfc.gc.ca](mailto:Anik.Devlin@cbsa-asfc.gc.ca)

Total Estimated Cost (HST incl.)  
/Coût total estimatif (TVH incl.) :

\$357,221.25

Currency Type -  
Genre de devise :

CAD

**Vendor / Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur :

McCoy Bus Services  
566 Cataraqui Woods Drive  
Kingston, Ontario  
K7P 2Y5

**Signed for the President by — Signé pour le Président par :**

**DEVLIN**  
**ANIK**

Digitally signed  
by DEVLIN ANIK  
Date: 2019.05.06  
15:51:25 -04'00'

Signature

Date

**Name and Position Title — Nom et Titre du poste**

Anik Devlin,  
A/Team Leader  
Strategic Procurement Division (SPD)



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## CONTRACT CLAUSES

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 3. Security Requirements

There is no security requirement applicable to the Contract.

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract award to the 31<sup>st</sup> day of May 2020, inclusive.

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 4.3 Price Adjustments

At the discretion of the Contracting Authority and upon notification of extension, the Contractor will be authorized to modify its pricing. Pricing may be adjusted downward, upward or left the same.

The Contractor must submit proposed price changes to the Contracting Authority for consideration. Prices must not be increased by more than the rate established in the Consumer Price Index (CPI). The CPI is widely used as an indicator of the change in the general level of consumer prices or the rate inflation.

For the purpose of this Contract, CPI shall be the percentage change over one year, Core CPI, as posted at the Bank of Canada website, and will be used. (link below)

<http://www.bankofcanada.ca/rates/price-indexes/cpi/>

#### 4.4 Validation and Acceptance of Changes

Proposed changes to the Contract will be subject to pricing validation and may be accepted or declined at Canada's sole discretion. If the changes are accepted the Contract will be revised to reflect any increases or decreases in price.



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## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anik Devlin  
Title: A/Team Leader  
Organization: Canada Border Services Agency  
Strategic Procurement Division  
Address: 355 North River Road, Tower B, 17<sup>th</sup> floor  
Ottawa, Ontario K1A 0L8  
  
Telephone: 343-291-6909  
E-mail: [Anik.Devlin@cbsa-asfc.gc.ca](mailto:Anik.Devlin@cbsa-asfc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 5.2 Project Authority

The Project Authority for the Contract is:

Name: Lia Newton  
Title: Director  
Organization: Canada Border Services Agency  
Headquarters Accommodations  
Address: 355 North River Road, Tower B, 19<sup>th</sup> floor  
Ottawa, Ontario K1A 0L8  
  
Telephone: 343-291-5061  
E-mail: [Lia.Newton@cbsa-asfc.gc.ca](mailto:Lia.Newton@cbsa-asfc.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Technical Authority

The Technical Authority for the Contract is:

Name: Luc Lanthier  
Title: Manager  
Organization: Canada Border Services Agency  
Headquarters Accommodations  
Address: 355 North River Road, Tower B, 19<sup>th</sup> floor  
Ottawa, Ontario K1A 0L8  
  
Telephone: 343-291-7807  
E-mail: [Luc.Lanthier@cbsa-asfc.gc.ca](mailto:Luc.Lanthier@cbsa-asfc.gc.ca)

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under

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the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority

#### 5.4 Contractor's Representative

General Enquiries	Backup/ Dispatch Centre
Name: : Title: President	Name: Title: Operations Managers
Telephone: Email: @gocmccoy.com	Telephone: 613-507-5566 Email: <a href="mailto:charters@gomccoy.com">charters@gomccoy.com</a>

#### 6. Payment

##### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B", Basis of Payment for a cost of \$316,125.00. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

##### 6.2 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;
- the Work performed has been accepted by Canada.

##### 6.3 SAAC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

##### 6.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic)

##### 6.5 Time Verification

SAAC Manual clause C0711C (2008-05-12), Time Verification

##### 6.6 No Responsibility to Pay for Work not performed due to Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.



If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 7. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.
- c. By submitting invoices the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. All invoices must be submitted using the following method (only one copy of the invoice should be sent to the Agency):

**Email:** Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

This email address is to be used for submitting invoices and for payment status inquiries.

**Direct Deposit:**

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact [ca-ci@cbsa-asfc.gc.ca](mailto:ca-ci@cbsa-asfc.gc.ca) to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

**IMPORTANT NOTE:** If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

## 8. Certifications and Additional Information

### 8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



#### 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex E, Insurance Requirements;
- (f) the Contractor's bid dated 20 February 2019.

#### 11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 12. SACC Manual Clauses

SACC Manual clause A9068C (2010-01-11), Government Site Regulations

#### 13. Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.





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- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

#### 14. Dispute Resolution

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-7345169 or by e-mail at [opo-boa@opa-boa.gc.ca](mailto:opo-boa@opa-boa.gc.ca).

#### 15. Contract administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [*the supplier or the name of the entity to whom this contract has been awarded*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opa-boa.gc.ca](mailto:opo-boa@opa-boa.gc.ca).





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## ANNEX "A"

### STATEMENT OF WORK

#### TITLE

Shuttle Services for Canada Border Services Agency (CBSA)

#### OBJECTIVE

The CBSA is seeking to provide a dedicated shuttle service with periodic pick up and drop off times for CBSA's employees within the National Capital Region (NCR) for transportation to and from CBSA's offices in downtown Ottawa and Vanier. The duration of the contract will be from April 1<sup>st</sup>, 2019 for a one (1) year period along with option to extend by four (4) additional one (1) year periods.

#### BACKGROUND

With the recent decentralization of the CBSA's Headquarters from downtown Ottawa to Vanier Towers and the recent Vanier Improvement Plan, there exists an opportunity to implement a shuttle service for employees between main offices at 191 Laurier Avenue West and 355 North River Road in Ottawa.

As such, this will provide a more convenient way to travel for its employees between the downtown core and Vanier Towers and render the accommodations at Place Vanier more appealing to existing and new CBSA employees.

#### REQUIREMENTS

The Contractor is to provide vehicles that each can seat 15 passengers or 6-8 passengers, excluding the driver, are required for round trips departing at 191 Laurier Avenue West and 355 North River Road in Ottawa, Ontario.

The services will run 10 continuous daytime hours and service both locations. Each location must be serviced at every twenty (20) minute intervals or less. The starting hours of operations will range between 7:30 am to 9:00 am. The actual start time will be specified upon contract award by CBSA.

At the end of the daily route, all shuttles are to be securely arranged offsite at the Contractor's expense for their overnight service and storage. No onsite overnight parking, at any of the locations, will be available for the shuttles.

The shuttle services will be required Monday to Friday, excluding statutory holidays.

Shuttles must have a means of communicating with each other in order to coordinate amongst themselves which locations need immediate service, if all shuttles are on the road.

**Note:** Currently, there is lack of parking space and inadequate public transit which has led the Agency to look into additional parking options near 355 North River Road at an approximate distance of 1.8 km away. As a result, there may be a requirement during validity of the contract, to add a third (3) shuttle that will provide service to and from the parking lot at 1200 Vanier Parkway to 355 North River Road starting at 6:15 a.m. to 9:45 a.m., and 2:45 p.m. to 6:15 p.m., Monday to Friday, excluding statutory holidays. A more flexible schedule will be required with this shuttle as the trips are not as long, and will depend on the arrival times of employees.

Additional locations may be added, modified or removed as required.

#### Operating Requirements

The Contractor must have and provide the following requirements:

- a) be licensed to transport passengers in Ontario, as per the scope of work detailed herein and in accordance with the applicable laws, upon bid closing for the during the entire period of the Contract;



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- b) have general commercial general liability insurance and automobile liability insurance during the entire period of the Contract;
- c) the Contractor must provide names and cell numbers of all the drivers at least three (3) business days prior to work commencement;
- d) deliver service as per the schedule detailed in Appendix "A", and
- e) have method of communications with drivers such as radios or cellphone.

#### **Shuttle Bus Requirements**

The shuttle buses, including any replacement buses, must meet the following requirements:

- a) the maximum passenger seating capacity per bus must be fifteen (15) seats and no longer than 21' long;
- b) must be for stand up type with at least 72 inches in height inside;
- c) Must be equipped with a sufficiently stocked first aid kit and functioning extinguisher;
- d) Must have functioning heating and air conditioning system providing comfortable temperatures;
- e) Must be clean on a regular basis to ensure an acceptable level of cleanliness as per Appendix B, General Conditions of vehicles;
- f) Must be properly maintained/serviced to reduce the potential of breakdowns;
- g) Must be willing to add non-permanent interior and exterior signage to the shuttle to identify its' destination and the department's name which will be provided by CBSA at CBSA's expense; and
- h) Shuttles must avoid traveling without any passengers on board, they must only be on route to pick up passengers or replace shuttles that have just departed.

#### **Driver Requirements**

The Contractor must provide drivers and as required, back-up drivers. All drivers and back-up drivers must meet the following requirements and perform the following tasks:

- a) Drivers must meet the standards of the profession, be courteous and professional at all time;
- b) Drivers must possess a valid driver's license and a vehicle safety certificate must be available at all times.
- c) Drivers will be required to gather statistical information regarding the number of passengers they shuttle per day and the number of trips completed per day.
- d) Drivers must wear clothes and other apparel that are clean and suitable for a business environment.
- e) Drivers must have a cellular telephone (or similar device), at the expense of the Contractor, in case of emergency and to ensure smooth and efficient service.
- f) When required, drivers will give consent to obtain a 3-year uncertified driver's record (Ontario or equivalent in Quebec, or equivalent document pertaining to licensed driving history from the issuing province or state.
- g) Drivers must have a knowledge of both official languages (French and English) that allow a limited communication in simple situations.
- h) Drivers must ensure that aisles in buses remain clear at all times; no standees are permitted.

#### **Other General Conditions**

The Contractor must ensure that the following requirements are met and tasks are performed:

- a) The drivers will be responsible to locate suitable loading zones for pick-up and drop off at the downtown location as per City of Ottawa by-law as close to 191 Laurier Ave. West, as reasonably possible.



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- b) If a bus becomes unserviceable, a replacement shuttle of similar standard or better must be provided within four (4) hours of the call being placed with the Contractor.
- c) In the event of a vehicle breakdown, accident or delay, please contact the CBSA Project Authority immediately and inform of the interruption in service.
- d) The Project Authority must be informed of any problem(s) encountered with the clients utilizing the shuttle service; and the phone # for complaints must be posted in each shuttle.
- e) The CBSA reserves the right to make changes to the Shuttle Schedule, detailed in Appendix "A".
- f) The CBSA reserves the right to modify the pick-up and drop-off location during the contract period, within street boundaries, as detailed in Appendix A
- g) The Contractor will be informed, in writing of any changes to the Shuttle Schedule or pick-up/drop-off locations at least three (3) days prior to the effective change date. All changes will require the prior approval of CBSA Project Authority.

#### **DELIVERABLE**

The Contractor is to create and submit a passenger log template which will be used daily by each driver. This template will gather statistical data on the number of passenger and the number of trips the driver service during the day. The following information must be included in the report:

- route number or shuttle number
- start time
- end time
- Route direction
- Number of passenger at each pick-up

The completed logs are to be totaled and tabulated and submitted electronically in Microsoft Word or pdf format to the Project Authority on a monthly basis.

#### **CONSTRAINTS**

The shuttle service will be required Monday through Friday, excluding statutory holidays.

Shuttles must avoid traveling without any passengers on board, they must only be on route to pick up passengers or replace shuttles that have just departed.

#### **RESPONSIBILITIES**

##### **CBSA**

A kick-off meeting will be held between the Contractor and the CBSA Project Authority (PA) before the commencement of work.

The CBSA agrees to acquire any parking permits necessary for all vehicles to have access to downtown parking at no cost or expense to the Contractor.

##### **The Contractor**

The Contractor will required at contract award to attend (in-person) a kick-off meeting/site visit, to revise the CBSA requirement and identify the ideal locations for pick-up and drop-off for both sites.

The Contractor must provide the services of a Coordinator to be available during offices hours. The Coordinator will be responsible for acting on behalf of the Contractor, ensuring the smooth coordination and compliance with all contract related issues, problem resolution, deadlines and liaising with the CBSA Project Authority (PA). The Contractor's coordinator must be available at all times, either via cell phone or by e-mail.



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The Contractor must maintain full compliance with the City of Ottawa Bylaws, to coordinate the logistics of the pick-up and drop-off locations.

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2020000210**APPENDIX "A"****SHUTTLES SERVICE SCHEDULE - subject to changes**

The schedule for the Downtown-Vanier Shuttle (191 Laurier Avenue West and 355 North River Road in Ottawa, Ontario) will be as follows:

<b>MORNING</b> Departure Times from Both locations	<b>AFTERNOON</b> Departure Times from Both locations
8:00 a.m.	12:30 p.m.
8:30 a.m.	1:00 p.m.
9:00 a.m.	1:30 p.m.
9:30 a.m.	2:00 p.m.
10:00 a.m.	2:30 p.m.
10:30 a.m.	3:00 p.m.
11:00 a.m.	3:30 p.m.
11:30 a.m.	4:00 p.m.
	4:30 p.m.
	5:00 p.m.
	5:30 p.m.

**OPTIONAL SERVICE**, which may be added during the contract period

The schedule for the Park and Ride Shuttle (1200 Vanier Parkway and 355 North River Road in Ottawa, Ontario) will be as follows:

<b>MORNING</b> Park and Ride Shuttle	<b>AFTERNOON</b> Park and Ride Shuttle
Beginning at 6:15 a.m.	Beginning at 2:45 p.m.
Ending at 9:45 a.m.	Ending at 6:15 p.m.



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## APPENDIX "B"

### GENERAL CONDITIONS EVALUATION OF VEHICLES

Fifteen (15) Passengers vehicle or 6-8 passengers' vehicle

1.	<b>Condition inside the vehicle:</b> clean, no worn upholstery or carpets, no scuffs, clean headrests and head liners and no unpleasant or overpowering odors, seatbelts clean and functional.
2.	<b>Carpet condition:</b> clean, no fraying or holes, no stains or burn marks no faded carpet and no unpleasant odors.
3.	<b>Seat condition:</b> clean, no fraying, no rips or tears, no stains or burns, clean headrest
4.	<b>Upholstery condition:</b> clean, no fraying, no rips or tears, no burns, no stains.
5.	<b>Condition of the windows:</b> no cracks or chips, tinted windows, fully functional.
6.	<b>Paint/body condition:</b> no major scratches, nor dents, no rust, all molding must be intact, polished finish.
7.	<b>Wheels/Tires condition:</b> the tire tread must be a minimum of ¼ inch thread depth at all points on the tire.
8.	<b>15 Passenger vehicle</b> must have a courtesy step for passengers to enter vehicle.

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## ANNEX "B"

## BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for the Work performed pursuant to the Contract.

## A - INITIAL PERIOD (from Contract award to May 31, 2020)

Type of Shuttle	Firm Price for 1 <sup>st</sup> Shuttle (per day)	Firm Price Per additional Shuttle (per day)
6 to 8 passengers	\$	\$
15 passengers	\$	\$

## B - OPTION TO EXTEND THE TERM OF THE CONTRACT

Subject to the exercise of the Contract option, the Contractor will be paid the following all-inclusive prices for work performed pursuant to this Contract, in accordance with Annex A, during the extended period of the Contract. Applicable taxes are extra.

During the extended period of the Contract, the Contractor will be paid as specified below to perform all the Work in relation to the option to increase the level of efforts.

## OPTION YEAR 1 (June 1, 2020 to May 31, 2021)

Type of Shuttle	Firm Price for 1 <sup>st</sup> Shuttle (per day)	Firm Price Per additional Shuttle (per day)
6 to 8 passengers	\$	\$
15 passengers	\$	\$

## OPTION YEAR 2 (June 1, 2021 to May 31, 2022)

Type of Shuttle	Firm Price for 1 <sup>st</sup> Shuttle (per day)	Firm Price Per additional Shuttle (per day)
6 to 8 passengers	\$	\$
15 passengers	\$	\$





Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. / N° du contrat :  
2020000210

**OPTION YEAR 3 (from June 1, 2022 to May 31, 2023)**

Type of Shuttle	Firm Price for 1 <sup>st</sup> Shuttle (per day)	Firm Price Per additional Shuttle (per day)
6 to 8 passengers	\$	\$
15 passengers	\$	\$

**OPTION YEAR 4 (from June 1, 2023 to May 31, 2024)**

Type of Shuttle	Firm Price for 1 <sup>st</sup> Shuttle (per day)	Firm Price Per additional Shuttle (per day)
6 to 8 passengers	\$	\$
15 passengers	\$	\$



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. / N° du contrat :  
2020000210

## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. **Bodily Injury and Property Damage** to third parties arising out of the operations of the Contractor.
  - c. **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. **Employees and, if applicable, Volunteers** must be included as Additional Insured.
  - h. **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. **Notice of Cancellation:** The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. **Non-Owned Automobile Liability - Coverage** for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. **Litigation Rights:** Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. / N° du contrat :  
2020000210

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**2. Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - e. OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire
  - f. OPCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement
  - g. OPCF/ SEF/ QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability  
Passenger Hazard/Bodily Injury Minimum Limits required:
    - 8 to 12 Passengers: \$5,000,000
    - 13 or more Passengers: \$8,000,000
  - h. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27.

Canada Border  
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frontaliers du Canada

Contract No. / N° de contrat : 2020000210

**Purchasing Office — Bureau des Achats :**

Canada Border Services Agency  
Agence des services frontaliers du Canada  
355 North River Road - 355 ch. River nord  
17<sup>th</sup> Floor - 17<sup>ième</sup> étage  
Ottawa ON K1A 0L8

**Title / Sujet :**

Shuttle Services

**Contract No. /  
No du contrat:**

2020000210

**Amendment No. /  
No de la modification**

001

**Date:**December 30, 2019  
*30*  
*30***Contract Amendment - Modification au Contrat**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente révisé sauf indication contraire, les modalités du contrat demeurent les mêmes.

**F.O.B. - F.A.B.:**

Destination of Goods, Services, And Construction —

Destination des biens, services et construction

See herein — voir aux présentes

**Invoices to be sent to / Factures Envoyer à :**

Canada Border Service Agency  
Agence des services frontaliers du Canada  
[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

The Vendor/Firm hereby accepts/acknowledges this contract amendment.

Le fournisseur/entrepreneur accepte/accuse réception du présent contrat.

Signature

Date

*DEC. 30, 2019*

Name, title of person authorized to sign (type or print) —  
Nom et titre du signataire autorisé (caractère d'impression)

Name: \_\_\_\_\_

Title: *PRESIDENT***Contracting Authority / Autorité contractante :**

Anik Devlin

**Telephone No. / No de telephone :**

343-291-6909

**Fax No. / No de  
télécopieur :**

N/A

**E-Mail Address / Courriel :**[anik.devlin@cbsa-asfc.gc.ca](mailto:anik.devlin@cbsa-asfc.gc.ca)**Previous Total Cost (HST incl.) /  
Coût total antérieur (tax incl.)**

\$357,221.25

**Amendment Value (HST incl.) /  
Valeur de la modification (tax incl.)**

\$382,659.81

**Revised Value (HST incl.) /  
Valeur révisée (tax incl.)**

\$739,881.06

**Currency Type /  
Genre de devise :**

CAD

**Vendor / Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur :**

McCoy Bus Services  
566 Cataraqui Woods Drive  
Kingston, Ontario  
K7P 2Y5

**Signed for the President by — Signé pour le Président par :****DEVLIN ANIK**

Digitally signed by DEVLIN ANIK  
DN: cn=Anik, o=CBSA, ou=PERSONNEL, cn=DEVLIN ANIK  
SERIALNUMBER=20171213132847559  
Reason: I am the author of this document  
Date: 2019-12-30 14:40:50  
Full PhantomPDF Version: 9.4.1

Signature

Date

**Name and Position Title — Nom et Titre du poste**

Anik Devlin,  
A/Team Leader  
Strategic Procurement Division (SPD)



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. / N° de contrat : 2020000210

This amendment has been raised to:

1. Exercise the Option Year 1 to Extend the Contract, resulting with a revision of the Term of Contract;
2. Revise the Basis of Payment, and
3. Revise the Responsibilities section in Annex A, Statement of Work.

**1. At section 4, Term of Contract of the contract clauses**

**DELETE** in its entirety and **REPLACE** with:

**4.1 Period of the Contract**

The period of the Contract is from date of Contract award to the 31<sup>st</sup> day of May 2021, inclusive.

**4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**2. At section 6.1, Basis of Payment of the contract clauses**

**DELETE** in its entirety and **REPLACE** with:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B", Basis of Payment for a cost of \$654,762.00. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**At the RESPONSIBILITIES section of Annex A, Statement of Work**

**DELETE** in its entirety and **REPLACE** with:

**RESPONSIBILITIES**  
**CBSA**

A kick-off meeting will be held between the Contractor and the CBSA Project Authority (PA) before the commencement of work.

The CBSA agrees to acquire any parking permits necessary for all vehicles to have access to downtown parking at no cost or expense to the Contractor.

The Project Authority will provide all components required to perform the detailed services. These components includes but are not limited to, cellular phone, tablets, and are the property of the Government of Canada.

**The Contractor**



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. / N° de contrat : 2020000210

The Contractor will be required at contract award to attend (in-person) a kick-off meeting/site visit, to revise the CBSA requirement and identify the ideal locations for pick-up and drop-off for both sites.

The Contractor must provide the services of a Coordinator to be available during office hours. The Coordinator will be responsible for acting on behalf of the Contractor, ensuring the smooth coordination and compliance with all contract related issues, problem resolution, deadlines and liaising with the CBSA Project Authority (PA). The Contractor's coordinator must be available at all times, either via cell phone or by e-mail.

The Contractor must coordinate the logistics of the pick-up and drop-off locations.

The Contractor must return all components to the Project authority identified in the contract within five (5) working days of receiving the request to do so and at no additional cost to Canada. Components must be packaged appropriately and shipped in a manner to ensure safe delivery at the specified destination.

**All other terms and conditions remain unchanged.**

Canada Border  
Services AgencyAgence des services  
frontaliers du Canada

Contract No. / N° de contrat : 2020000210

## Purchasing Office — Bureau des Achats :

Canada Border Services Agency  
Agence des services frontaliers du Canada  
355 North River Road - 355 ch. River nord  
17<sup>th</sup> Floor - 17<sup>ème</sup> étage  
Ottawa ON K1A 0L8

## Title / Sujet :

Shuttle Services

Contract No. /  
No du contrat:

2020000210

Amendment No. /  
No de la modification

002

## Date:

May 26, 2021

## Contract Amendment - Modification au Contrat

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente révisé sauf indication contraire, les modalités du contrat demeurent les mêmes.

## F.O.B - F.A.B.:

Destination of Goods, Services, And Construction —

Destination des biens, services et construction

See herein — voir aux présentes

## Invoices to be sent to / Factures Envoyer à :

Canada Border Service Agency  
Agence des services frontaliers du Canada  
[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

The Vendor/Firm hereby accepts/acknowledges this contract amendment.

Le fournisseur/entrepreneur accepte/accuse réception du présent contrat.

Signature

June 11, 2021  
Date

Name, title of person authorized to sign (type or print) —  
Nom et titre du signataire autorisé (caractère d'impression)

Name: \_\_\_\_\_

Title: PRESIDENT.

## Contracting Authority / Autorité contractante :

Alexandre Mallette

## Telephone No. / No de telephone :

343-551-6916

Fax No./No de  
télécopieur :

N/A

## E-Mail Address / Courriel :

[Alexandre.mallette@cbsa-asfc.gc.ca](mailto:Alexandre.mallette@cbsa-asfc.gc.ca)Previous Total Cost (HST incl.) /  
Coût total antérieur (tax incl.)

\$739,881.06

Amendment Value (HST incl.) /  
Valeur de la modification (tax incl.)

\$377,211.06

Revised Value (HST incl.) /  
Valeur révisée (tax incl.)

\$1,117,092.12

Currency Type /  
Genre de devise :

CAD

## Vendor / Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur :

McCoy Bus Services  
566 Cataraqui Woods Drive  
Kingston, Ontario  
K7P 2Y5

## Signed for the President by — Signé pour le Président par :

MARTEL  
ALEXANDREDigitally signed by MARTEL  
ALEXANDRE  
Date: 2021.05.28 12:48:40 -04'00'

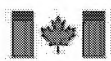
Signature

Date

## Name and Position Title — Nom et Titre du poste

Alexandre Martel  
Director  
Strategic Procurement Division (SPD)





Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. / N° de contrat : 2020000210

**Purchasing Office — Bureau des Achats :**

Canada Border Services Agency  
Agence des services frontaliers du Canada  
355 North River Road - 355 ch. River nord  
17<sup>th</sup> Floor - 17<sup>ème</sup> étage  
Ottawa ON K1A 0L8

**Title / Sujet :**

Shuttle Services

**Contract No. /  
No du contrat:**

2020000210

**Amendment No. /  
No de la modification**

002

**Date:**

May 26, 2021

**Contract Amendment - Modification au Contrat**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente révisé sauf indication contraire, les modalités du contrat demeurent les mêmes.

**F.O.B - F.A.B.:**

Destination of Goods, Services, And Construction —  
Destination des biens, services et construction  
See herein — voir aux présentes

**Invoices to be sent to / Factures Envoyer à :**

Canada Border Service Agency  
Agence des services frontaliers du Canada  
[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

The Vendor/Firm hereby accepts/acknowledges this contract amendment.

Le fournisseur/entrepreneur accepte/accuse réception du présent contrat.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name, title of person authorized to sign (type or print) —  
Nom et titre du signataire autorisé (caractère d'impression)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Contracting Authority / Autorité contractante :**

Alexandre Mallette

**Telephone No. / No de telephone :**

343-551-6916

**Fax No./No de  
télécopieur :**

N/A

**E-Mail Address / Courriel :**

[Alexandre.mallette@cbsa-asfc.gc.ca](mailto:Alexandre.mallette@cbsa-asfc.gc.ca)

**Previous Total Cost (HST incl.) /  
Coût total antérieur (tax incl.)**

\$739,881.06

**Amendment Value (HST incl.) /  
Valeur de la modification (tax incl.)**

\$377,211.06

**Revised Value (HST incl.) /  
Valeur révisée (tax incl.)**

\$1,117,092.12

**Currency Type /  
Genre de devise :**

CAD

**Vendor / Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur :

McCoy Bus Services  
566 Cataraqui Woods Drive  
Kingston, Ontario  
K7P 2Y5

**Signed for the President by — Signé pour le Président par :**

MARTEL  
ALEXANDRE

Digitally signed by MARTEL  
ALEXANDRE  
Date: 2021.05.28 12:48:40 -04'00'

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Name and Position Title — Nom et Titre du poste**

Alexandre Martel  
Director  
Strategic Procurement Division (SPD)



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. / N° de contrat : 2020000210

This amendment 002 has been raised to:

1. Exercise the Option Year 2 to Extend the Contract, resulting with a revision of the Term of Contract;
2. Revise the Basis of Payment;
3. Revise the Annex B Basis of Payment.

**1. At section 4. Term of Contract of the contract clauses**

DELETE in its entirety and REPLACE with:

**4.1 Period of the Contract**

The period of the Contract is from date of Contract award to the 31<sup>st</sup> day of May 2022, inclusive.

**4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **up to two (2) additional one (1) year period(s)** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**2. At section 6.1, Basis of Payment of the contract clauses**

DELETE in its entirety and REPLACE with:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B", Basis of Payment for a cost of \$988,577.10. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**3. At Annex B, Basis of Payment**

DELETE in its entirety and REPLACE with:

The Contractor will be paid in accordance with the following Basis of Payment for the Work performed pursuant to the Contract.

**OPTION YEAR 2 (June 1, 2021 to May 31, 2022)**

Type of Shuttle	Firm Price for 1 <sup>st</sup> Shuttle (per day)	Firm Price Per additional Shuttle (per day)
6 to 8 passengers	\$	\$
15 passengers	\$	\$

**All other terms and conditions remain unchanged.**